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City National Bank

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MICHELE VIVES, as the Permanent  
Receiver for the Estate of 1inMM  
Capital LLC and its affiliates and  
subsidiaries,

Plaintiff,

v.

CITY NATIONAL BANK, an RBC  
Company,

Defendant.

Case No. 2:24-cv-01317-CAS-PD

**JOINT STIPULATION REGARDING  
STAY OF DEADLINES FOR  
SPECIALLY APPEARING  
DEFENDANT CITY NATIONAL BANK  
TO RESPOND TO COMPLAINT AND  
SCHEDULE FOR MOTION TO  
COMPEL JUDICIAL REFERENCE**

[[Proposed] Order filed concurrently  
herewith]

Hon. Christina A. Snyder

Pursuant to Local Civil Rule 7-1, and subject to the Court's approval, plaintiff Michele Vives, Permanent Receiver for the Estates of 1inMM Capital, LLC and its affiliates and subsidiaries (the "Receiver"), and specially appearing defendant City National Bank ("CNB," and, together with the Receiver, the "Parties") hereby enter the following stipulation:

**WHEREAS**, on February 16, 2024, the Receiver initiated the above-captioned action by filing her complaint (the "Complaint") in the Central District of California (the "Court"<sup>1</sup>), Dkt. No. 1;

**WHEREAS**, on February 22, 2024, pursuant to Rule 4 of the Federal Rules of Civil Procedure, the Receiver sent to counsel for CNB a Waiver of Service of Summons ("Waiver of Service"), which provides that "a party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought";

**WHEREAS**, counsel for CNB executed the Waiver of Service, and CNB's initial response to the Complaint is currently due on April 22, 2024;

**WHEREAS**, CNB reserves all defenses and objections, including but not limited to that this case is not properly in federal court, and maintains that the Receiver is required to submit all claims made in the Complaint to judicial reference pursuant to an Amended Account Agreement and Disclosures, effective September 1, 2020 ("2020 Amendment"), that binds the Receiver on behalf of 1inMM Capital, LLC and its affiliates and subsidiaries;

**WHEREAS**, the Receiver disagrees that the matter should be submitted to judicial reference, and, as a result of this disagreement, CNB intends to file a motion to compel the Complaint and any other related claims to judicial reference, which motion the Receiver intends to oppose;

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<sup>1</sup> All references to the "Court" shall refer to the District Court Judge assigned to the above-captioned action.

1       **WHEREAS**, CNB also believes that the claims asserted in the Complaint are  
 2       legally and factually unsound, and intends to challenge them by motion or otherwise  
 3       at the appropriate time and in the appropriate forum;

4       **WHEREAS**, the Parties believe the resources of the Court and the Parties are  
 5       best and most efficiently served by the Court first resolving the proper forum for the  
 6       Parties' dispute;

7       **WHEREAS**, counsel for the Parties have met and conferred, and the Parties  
 8       have agreed, subject to the Court's approval, that any deadlines for CNB to answer,  
 9       move, object, or otherwise respond to the Complaint and all discovery shall be  
 10       stayed until after CNB's planned motion to compel judicial reference has been heard  
 11       and decided by the Court;

12       **WHEREAS**, a stay of CNB's deadlines to respond to the Complaint and all  
 13       other deadlines until after the Court's resolution of CNB's planned motion to compel  
 14       judicial reference will promote judicial efficiency and save the Parties' time and  
 15       resources; and

16       **WHEREAS**, the Parties have also reached agreement, subject to the Court's  
 17       approval, on a briefing schedule for CNB's planned motion to compel judicial  
 18       reference;

19       **NOW THEREFORE**, subject to the Court's approval, the Parties, by and  
 20       through their undersigned counsel, hereby stipulate and agree:

21       **1.** The following briefing schedule shall govern the litigation of CNB's  
 22       intended Notice of Motion and Motion to Compel Judicial Reference  
 23       ("Motion to Compel"):

24               **a)** CNB's planned Motion to Compel shall be filed on or before April  
 25               19, 2024;

26               **b)** Any opposition brief filed by the Receiver shall be filed on or before  
 27               May 13, 2024;

c) Any reply brief filed by CNB shall be filed on or before June 3, 2024; and

d) The hearing on the Motion to Compel shall be scheduled for July 15, 2024.

2. Any deadlines CNB is presently under to respond to the Complaint or any other case management or other deadlines, including but not limited to deadlines for any motions CNB may file under Federal Rule of Civil Procedure Rule 12 or any other rule, law, or statute under which CNB may challenge the Complaint, shall be stayed until the Court rules on CNB's planned Motion to Compel ("Final Determination").

3. Within fourteen (14) days of a Final Determination on CNB's planned Motion to Compel, the Parties will meet and confer, either to select a referee and proceed with judicial reference in accordance with the 2020 Amendment, or to set a deadline for CNB to respond to the Complaint, which shall be no more than 45 days following the Final Determination.

4. Nothing in this Stipulation is intended to waive or affect any Parties' rights, claims, or defenses, all of which are preserved.

Dated: March 22, 2024

Respectfully submitted,

**LATHAM & WATKINS LLP**

By /s/ Chandler S. Howell  
Chandler S. Howell  
*Attorneys for Specially Appearing  
Defendant City National Bank*

Dated: March 22, 2024

**RAINES FELDMAN LITRELL LLP**

By /s/ Kathy Bazoian Phelps  
Kathy Bazoian Phelps  
*Counsel for Michele Vives,  
Permanent Receiver*

**ATTESTATION STATEMENT**

I, Chandler S. Howell, am the ECF User whose identification and password are being used to file this JOINT STIPULATION REGARDING STAY OF DEADLINES FOR DEFENDANT CITY NATIONAL BANK TO RESPOND TO COMPLAINT AND SCHEDULE FOR MOTION TO COMPEL JUDICIAL REFERENCE. Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Chandler S. Howell  
Chandler S. Howell